

November 3, 2000

Helen Crawley
C & L Petroleum
10115 S. Torrence Ave.
Chicago, IL 60649

Via Facsimile		Date 11-3-00	Pages 1
To H. Crawley	From Felicia Marchen		
Co/Dept C & L Petroleum	Co		
Phone #	Phone #		
Fax # 773-768-6187	Fax # 364-2028		

Re: ICC Docket 00-0031; Account No. 773 768-0026

Dear Ms. Crawley,

We have completed our investigation of the disputed charges on your account and have concluded the following:

The applicable period begins January 1, 1996 and ends February 4, 1998, which is the date the final credits were issued from the original slamming claim against charges billed by AT&T and USBI. As you indicated on your spreadsheet, the slamming charges totaled \$4828.63, with which we (Ameritech) are in agreement. However, there appears to be a discrepancy in our totals of the slamming credits. Your spreadsheet indicates total slamming credits of \$4098.12. Credits totaling that amount were reflected on the bill dated February 4, 1998. However, an additional credit of \$789.22 was previously issued to you on May 4, 1997. Your spreadsheet records that credit in a different column. Therefore, total slamming credits are actually \$4887.34, which results in an excess credit of \$58.71. In addition, a goodwill credit of \$60.78 is reflected on the September 4, 1997 bill. Finally, a credit for \$818.62 was issued in September 2000. This reflects a credit of \$613.55 plus interest of \$33.74, as well as an additional goodwill credit of \$171.33, due to late payment charges billed to you during the applicable period. The combined total of the goodwill credits (\$60.78, \$58.71, \$171.33) is \$290.82.

The transfer balance of \$580.01 that appears on the November 4, 1996 bill can be attributed to a returned check from a payment made on October, 16, 1996 in the amount of \$570.01, plus the \$10.00 charged for the returned check.

As a result, according to our records, the balance owed to Ameritech for the applicable period is \$289.19.

We hope that we are able to reach a final resolution of this matter at the hearing on Monday, November 6.

Sincerely,

Felicia Marchen
Manager - Executive Appeals

CONFIDENTIAL
SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Agreement") is executed by and between C & L Petroleum Company ("Customer") and Illinois Bell Telephone Company, d/b/a Ameritech Illinois, with an office at 225 W. Randolph, Chicago, IL 60606 ("Ameritech"), effective as of the date of the last in time signature hereto.

WHEREAS, Customer and Ameritech have a dispute (the "Dispute") arising before the date of this Agreement as set forth in Customer's complaint before the Illinois Commerce Commission in Ill. C.C. Docket 00-0031; and

WHEREAS, Customer and Ameritech wish to resolve such Dispute:

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Ameritech and Customer agree in settlement of the Dispute as follows:

1. Upon receipt of a copy of this Agreement properly executed by Customer, Ameritech shall issue a credit in the amount of \$289.19 to Account 773-768-0026-620-9.
2. Upon execution of this Agreement, Customer, on behalf of himself and his successors, assigns, and agents, shall release and forever discharge Ameritech, its successors, assigns, subsidiaries and affiliates and any of its shareholders, directors, officers, employees and agents, and hold them harmless from any and all manner of actions, suits, causes of action, claims, retroactive credits, liabilities, and demands, costs, expenses, attorneys fees, judgments, losses, damages, liability and other claims of every kind, nature and character whatsoever which each now has, ever had or may hereafter have against Ameritech relating to the Dispute.
3. Customer and Ameritech shall jointly move for the dismissal of Ill. C.C. Docket 00-0031 with prejudice, and neither shall initiate any further action of any kind relating to the Dispute.
4. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.
5. Unless ordered otherwise by a court or regulatory agency of competent jurisdiction or mutually agreed by the parties, the terms of this Agreement shall remain confidential by and between the parties and their representatives.
6. The provisions herein contained shall inure to the benefit of and be binding upon the parties hereto, their successors, subsidiaries, assigns and legal representatives.

Schedule 1.2

7. The validity, construction, enforcement, and effect of this Agreement shall be governed by the laws of the State of Illinois.

8. If any term, provision, or section of this Agreement should be determined to be invalid, void or unenforceable, such term, provision, or section shall, if possible, be changed to the most minor extent necessary to make it valid and enforceable and to carry out the intent of the parties. In such event, all remaining terms, provisions and sections of this Agreement shall remain in full force and effect, with such change or without the affected term, provision, or section as the case may be.

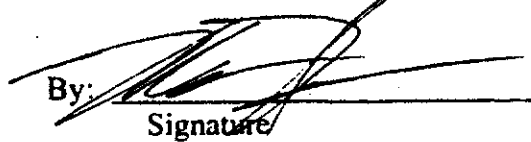
C & L PETROLEUM COMPANY

By: 
Signature

Helen L. Crawley, President
Print Name & Title

November 6, 2000
Date

AMERITECH ILLINOIS

By: 
Signature

Mark A. Kerber, Counsel
Print Name & Title

November 6, 2000
Date

1. Upon receipt of a copy of this Agreement properly executed by Customer, Ameritech shall issue a credit in the amount of \$289.19 to Account 773-768-0026-620-9.

2. Upon execution of the Agreement, Customer, on behalf of himself and his successors, assigns, and agents, shall release and forever discharge Ameritech, its successors, assigns, subsidiaries and affiliates and any of its shareholders, directors, officers, employees and agents, and hold them harmless from any and all manner of actions, suits, causes of action, claims, retroactive credits, liabilities, and a demands, costs, expenses, attorneys fees, judgments losses, damages, liability and other claims of every kind, nature and character whatsoever which each now has, ever had or may hereafter have against Ameritech relating to the Dispute.

3. Customer and Ameritech shall jointly move for the dismissal of Ill. C.C. Docket 00-0031 with prejudice, and neither shall initiate any further action of any kind relating to the Dispute.

4. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof." (Schedule 1.2, emphasis supplied).

13. After a brief discussion, Ms. Crawley signed the documents on behalf of the Complainant. (Jorgensen Affid. at ¶5; Morelon Affid. at ¶7).

14. On November 6, the Stipulation and Joint Motion to Dismiss was sent to the Chief Clerk of the Illinois Commerce Commission, where it was docketed on November 13, 2000.

15. On November 8, 2000, a credit for \$289.19 was applied to the Complainant's account, as provided for in the settlement agreement. (See Schedule 1.3). This credit resulted in a remaining unpaid balance of \$1194.00. (Id).



A Texaco Distributor Partner

P.O. Box 495916
Chicago, IL 60649
Phone: 773.768.0026
Fax: 773.768.6187

December 4, 1998

Mr. Daryl M. Handy
Manager, External Affairs
Ameritech
225 West Randolph Street
Floor 30D
Chicago, IL 60606

RE: Acct#: 773 768-0026 620 9
Amount: \$829.19
Disconnect Notice Date: 11/26/98
Date of Disconnect: 12/07/98

Dear Mr. Handy:

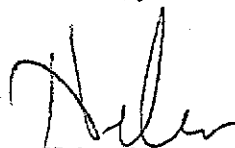
A balance of \$1,493.02 (resulted from unauthorized long-distance calls) remains uncredited to the aforementioned account and has subsequently created incorrect balances, *including the \$829.19 balance*; and keeps the threat of interruption in our service ever present.

On July 20, 1998 Deborah Crawley (of our Accounting Department - who is now on leave from the Company) spoke with Karen Slowinski (of Ameritech) who completed the necessary research of our account and concluded Unicorn's account is due a credit of \$1,493.02. However, to date, we have yet to receive this credit! Further, since July 1998 MANY Ameritech reps have been advised of this information; the explanation of the circumstances continues to be misconstrued; and with every change-of-rep we are informed they (Ameritech Rep) must -again- conduct research prior to crediting Unicorn's account.

Crucial to preventing interruption of service to Unicorn - subsequently loss of business - the ongoing effects of Unicorn's account not reflecting this credit (\$1,493.02) keeps this threat ever-present. Unicorn believes Ameritech is not in business to disrupt its customer's business and therefore is confident that this issue will - finally- be resolved.

Your anticipated cooperation is greatly appreciated.

Sincerely,


Helen Crawley
HC/baw

USBI

July 18, 2001

Susan Bruenning
Consumer Fraud Bureau
Office of the Attorney General
State of Illinois
100 West Randolph Street
Chicago, IL 60601

FAX: (312) 814-2593

RE: Complaint of Ms. Helen Crawley / C & L Petroleum Company - 2001-CONSC-00033905
Bill Number: (773) 768-0026
Dated: 07/13/2001

ATTORNEY GENERAL'S
OFFICE

JUL 24 2001

CONSUMER FRAUD
• CHICAGO •

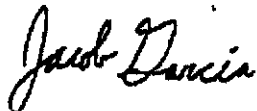
Dear Ms. Bruenning:

We are in receipt of the above referenced complaint. USBI aggregates charges from a number of long distance providers and transmits the charges to the Local Exchange Carriers. USBI is not a long distance carrier.

Ms. Crawley disputes the long distance charges processed by Business Discount Plan. As the carrier in question prefers to address their own regulatory matters, we would like to request that your office serve them directly at the address provided below. Their response should provide more information regarding their services and what may have occurred in this matter. Please feel free to contact us if we can be of further assistance. We apologize for any inconvenience this matter may have caused.

Business Discount Plan Inc.
Attn: Craig Konrad
3760 Kilroy Airport Way, Ste 200
Long Beach, CA 90806

Sincerely,



Jacob Garcia
Regulatory Specialist

cc: Ms. Helen Crawley / C & L Petroleum Company
Business Discount Plan Inc. - Craig Konrad

848 Chicago Road
Chicago Heights, IL 60411-1897



Dear Helen Crawley,

My name is Marilyn Thyfault. I am an escalation manager in the General Billing Office with Ameritech. The following information was referred to me by our Executive Appeals Office from Kathy Jensen to contact you and help resolve any billing issue you have with your Ameritech bill. My telephone number is 708 756-8450, my fax number 708 754-2122 and I am in the office from 7:00 a.m. till 3:00 p.m.

"Customer is stating that they were slammed during the years of 1996 and 1997 and were given several adjustments. However this slamming has caused several disconnects of service due to large bill, also interests and Penalties. They feel this is unfair and would like some restitution. Please research and contact customer to resolve."

Please call at your earliest convenience and I will be glad to look into your account with you.

Sincerely,

A handwritten signature in cursive script that reads "Marilyn Thyfault".

Marilyn Thyfault
Escalation Manager
Ameritech General Billing